

- (b) Declaring and adjudicating that Underwriters has a duty to defend and/or indemnify Envy under the Policy No. ME100504 issued by Underwriters to Envy for the underlying litigation matters set forth in Envy's Complaint.
- (c) Declaring and adjudicating that Underwriters has a duty to reimburse Envy.
- (d) Dismissing Underwriters' Counterclaim with prejudice and awarding attorneys' fees, costs, and disbursements as allowed by law and further relief as the Court may be deemed just, equitable, and proper.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

Insurance Policy No. ME100504, which includes the endorsements within the Policy, issued by Underwriters to Envy, provides coverage for Envy for the claims set forth in the underlying litigation matters set forth in Envy's Complaint.

SECOND AFFIRMATIVE DEFENSE

Underwriters' Counterclaim fails to state a claim against Envy for which relief can be granted.

THIRD AFFIRMATIVE DEFENSE

Underwriters' claims are barred in whole or in part by virtue of the applicable statute of limitations and the doctrines of estoppel, laches, waiver, unclean hands, failure of consideration, and/or release.

FOURTH AFFIRMATIVE DEFENSE

Underwriters' claims are barred, in whole or in part, to the extent that they failed to mitigate any damages they have sustained.

FIFTH AFFIRMATIVE DEFENSE

Envy did not breach any duties allegedly owed to Underwriters and/or any other party, including, but not limited to, any duties under common law, statute, contract, regulations, or otherwise.

SIXTH AFFIRMATIVE DEFENSE

Envy has paid all premiums due under the Policy and Envy has performed all the terms, conditions, covenants, and obligations imposed on it by the Policy, or by law, other than any terms, conditions, covenants, or obligations that Underwriters has waived, excused, or is estopped from asserting.

SEVENTH AFFIRMATIVE DEFENSE

Underwriters' claims are barred, in whole or in part, due to lack of standing.

EIGHTH AFFIRMATIVE DEFENSE

Underwriters, as a matter of law, are not entitled to enhanced damages or an award of attorneys' fees, costs, or expenses.

NINTH AFFIRMATIVE DEFENSE

The Court lacks personal and/or subject-matter jurisdiction over Envy.

TENTH AFFIRMATIVE DEFENSE

Envy filed this Answer only to satisfy the requirement of timely filing an answer under the FRCP and therefore this filing should not be deemed as a waiver of the right to seek remand.

ELEVENTH AFFIRMATIVE DEFENSE

Envy reserves the right to amend this answer to assert additional defenses as may be revealed by ongoing investigation and discovery.

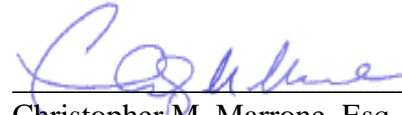
WHEREFORE, Envy demands judgment dismissing Underwriters' Counterclaim with prejudice and awarding attorneys' fees, costs of suit, and such other relief as this Court deems just and equitable.

CERTIFICATION PURSUANT TO L.R. 11.2

The matter in controversy in the present action is not the subject of any other action pending in any court, or of any pending arbitration or administrative proceeding. The undersigned, as counsel for Envy, hereby certifies under penalty of perjury that the foregoing is true and correct.

LAULETTA BIRNBAUM, LLC

By:



Dated: March 10, 2021

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